



Duel Entertainment Performance Contract

This agreement is made as of _____ by and between the musicians/band known as Duel Entertainment (now referred to as Artist) and the employer known as _____ (now known as Employer)

In consideration for the following covenants, conditions, and promises, the Employer agrees to hire the Artist to perform an engagement and the Artist agrees to provide such performance services, under the following terms and conditions:

Place of Engagement: _____

Street: _____

City/Zip: _____

Date: _____ Time: _____ to _____

Contact Name: _____

Phone: _____ E-Mail: _____

Length of Performance: _____ Fee: _____

Additional Terms and Conditions:

Employer agrees to provide adequate Sound/PA system. _____ (initials)

Sound Check- the set up and sound check time with full access to stage and PA on the performance date will be at: _____.

If Artist is providing Sound/PA, equipment set up and tear down will be at least 1 hour prior and 1 hour after scheduled performance time.

Transcription- No performance shall be recorded, video taped, reproduced, transmitted or disseminated in or from the place of the engagement in any manner or by any means whatsoever without written permission from the Artist.

Merchandising- Artist shall have the option to sell CD's and/or merchandise at the performance and will retain all proceeds from such sales.

Free Tickets- _____free passes shall be provided by the employer for promotional/personal use by the Artist.

Insurance-Employer agrees to retain any and all personal injury or property damage liability insurance on the premises where the Employer directs the Artist to perform. Employer agrees to hold Artist harmless from any and all claims, liabilities, damages and expenses arising from any action or activity of the Employer or Artist while Artist is rendering the contractual services except for claims arising from the Artist's willful misconduct or gross negligence.

Cancellation- In the event the Employer cancels the performance less than 1 week before the date of such performance, Employer will pay Artist, as liquidated damages, one-half of the guaranteed fee. In the event that the Employer cancels any performance less than 24 hours before the date of such performance, Employer will pay Artist, as liquidated damages, the full guaranteed fee agreed upon.

Artist reserves the right to cancel or cease performance for any circumstances that may be deemed to present a threat of damage, injury, or harm to Artist, staff or equipment.

Employer will provide crowd control if necessary and will be liable for any loss, stolen or damaged property of the Artist that is caused by the Employer, his or her guests or customers.

For outdoor events, the Artist reserves the right to cancel or suspend the performance for inclement weather for safety reasons if adequate shelter is not provided. Time may be added to the end of a performance that has been suspended at the discretion of the Artist. There are no refunds for suspended or cancelled performances.

The persons signing this agreement for the Employer and the Artist agree to be personally, jointly and severally liable for the terms of this contract.

Employer Representative

Date

Artist Representative

Date